



Commonwealth of Virginia
Virginia Information Technologies Agency

INTEGRATED (RADIO, PAGING, & CELLULAR) WIRELESS SERVICES

MANDATORY CONTRACT

NOTE:

All orders for service under this contract must now be placed with VITA by submitting a Telecommunications Service Order (TSO). VITA will provide billing to users for this contract.

Orders for equipment shall be placed directly with the contractor.

<u>Date:</u>	October 17, 2003
<u>Contract #:</u>	VA-001023-NEXT
<u>Authorized User:</u>	State Agencies and Other Public Bodies
<u>Contractor:</u>	Nextel Communications of the Mid-Atlantic, Inc. d/b/a Nextel Communications, Inc. 11551 Nuckols Road Suite F Glen Allen, VA 23059
<u>FIN:</u>	52-1653244
<u>Contact Person:</u>	Matt Behnke Phone: 804-935-5500 24 Hour: 804-840-0296 Fax: 804-935-5570
<u>Term:</u>	October 23, 2003 – October 22, 2004
<u>Contract Price List:</u>	See Attached
<u>Delivery:</u>	10 Days ARO
<u>Payment:</u>	Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov
Fax: 804-371-5969

Technical Information:
Mr. Joe Parr, CPPO, VCO
Tech Contract Manager
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov
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For updates, please visit our Website at <http://www.oas.virginia.gov>

Contract #VA-001023-NEXT
CONTRACT CHANGE LOG

[illegible]

Nextel National Shared Minute Plans

RATE PLANS	Monthly Access	Cellular Minutes	Cellular Overage	Direct Connect SM Minutes	Direct Connect SM Overage	Group Connect Minutes	Minutes that Share	Nights & Weekends	Long Distance	Two-Way Messaging	Voice Mail	Caller ID
National Shared Minute UDC Plan	\$39.99	0	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$10.00 per month	Included	\$7.50	Included	Included
National Shared Minute 200 Plan	\$49.99	200										
National Shared Minute 500 Plan	\$59.99	500										
National Shared Minute 700 Plan	\$79.99	700										
National Shared Minute 1000 Plan	\$99.99	1,000										
National Shared Minute 1300 Plan	\$129.99	1,300										
National Shared Minute 1600 Plan	\$159.99	1,600										
National Shared Minute 2300 Plan	\$199.99	2,300										
National Shared Minute 3500 Plan	\$299.99	3,500										

Buy Unlimited Nationwide Direct Connect Access for \$10 OR Unlimited Nationwide Direct Connect Access & Two-Way Messaging for \$15 and receive Unlimited Nights & Weekends with a Shared Minute calling plan!
 Nationwide Direct Connect access costs 10¢ per minute per participant. Add-on Nationwide Direct Connect options are also available.

Nextel Government Local Shared Plans

RATE PLANS	Monthly Access	Cellular Minutes	Cellular Overage	Direct Connect SM Minutes	Direct Connect SM Overage	Group Connect Minutes	Minutes that Share	Nights & Weekends	Long Distance	Two-Way Messaging	Voice Mail	Caller ID
Government Local Shared 100	\$24.99	0	20¢ per minute	100	15¢ per minute	15¢ per minute	Both	250	15¢	\$7.50	Included	Included
Government Local Shared 400	\$39.99	200		200				500				
Government Local Shared 700	\$49.99	350		350				1000				

Nationwide Direct Connect access costs 10¢ per minute per participant. Add-on Nationwide Direct Connect options are also available.

Nationwide Direct ConnectTM

RATE PLANS	Monthly Access	Cellular Minutes	Cellular Overage	Direct Connect SM Minutes	Direct Connect SM Overage	Group Connect Minutes	Minutes that Share	Nights & Weekends	Long Distance	Two-Way Messaging	Voice Mail	Caller ID
Unlimited Nationwide Direct Connect Access	\$10.00	N/A	N/A	Unlimited	Based on primary plan Direct Connect minutes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Unlimited Nationwide Direct Connect Access & Two-Way Messaging	\$15.00									Included		

Included in 1.1 In previous submission		October 2003
Service	Description	Monthly charge unless included in chosen rate plan
Voice Mail	Receive messages when you are on another call, away from your handset, or outside Nextel's nationwide network.	\$1.00/month
Call Forwarding	Send your incoming cellular calls to an alternate phone number while you are away from your phone.	\$0.20/minute for local calls. Additional \$0.20/minute for long distance calls.
Caller ID	Screen your calls by identifying the caller. This gives you the option of taking the call or sending it immediately to Voice Mail. Caller ID information is based on local telephone subscriber registries.	\$1.00/month
Nextel 411	Nextel 411 operators provide White and Yellow Page listings, nationwide call connection, entertainment schedules and listing, and driving directions.	\$1.29/use
Per Line Blocking	Permanently block delivery of your phone number on every call you make.	No Charge
Per Call Blocking	Block delivery of your phone number to other Caller ID units for a single call.	No Charge
Call Restrictions	Control costs by restricting specified handsets from making and/or receiving cellular calls while still allowing Direct Connect calls to be placed.	No Charge

Nextel Handsets (1.2 in previous submission) **Commonwealth of Virginia** **October 2003**

										
New Handset Pricing	BlackBerry 6510	i730	i95cl	i90c	i58sr	i88s	i60c	i35s	i205	i30sx
Regular Retail Price	\$549.99	\$449.99	\$399.99	\$299.99	\$249.99	\$239.99	\$199.99	\$174.99	\$199.99	\$139.99
National Promotion Price	\$449.99	\$349.99	\$299.99	\$199.99	\$149.99	\$139.99	\$99.99	\$74.99	\$99.99	\$39.99
Price After Discount	\$249.99	\$199.99	\$299.99	\$119.99	\$89.99	\$84.99	\$49.99	\$24.99	\$19.99	\$0.99
Price with 15+ Orders ¹				\$59.99			\$9.99			
Upgrade Pricing										
Replacement or Upgrade ^{4,5}	\$549.99	\$449.99	\$399.99	\$299.99	\$249.99	\$239.99	\$199.99	\$174.99	\$199.99	\$139.99
Replacement or Upgrade with 1-yr Service Agreement ^{4,5}	\$249.99	\$299.99	\$299.99	\$199.99	\$149.99	\$139.99	\$99.99	\$74.99	\$49.99	\$39.99
Phone Details										
Technology	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz	IDEN 800 Mhz
Dimensions	4.53"x2.95"x.95"	3.6"x2"x1.1"	3.5"x2"x1.7"	3.5"x1.9"x1.1"	5.2"x2.1"x1.3"	5.15"x1.97"x1.14"	3.6"x 2" x1.1"	5"x1.9"x1.3"	4.8"x1.9"x1"	5.1"x1.9"x1.2"
Battery Type	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion	Lithium Ion
Battery Strength	Standard	Standard	Standard	Standard	High Capacity	Standard	Standard	High Capacity	Standard	Standard
Weight w/Battery (oz)	5.64	5.1	5.45	5.1	6.5	4.8	5.36	6	5.14	5.4
Talk Time (Minutes)	165 mins	200 mins	200 mins	200 mins	270 mins	165 mins	165 mins	270 mins	165 mins	165 mins
Standby Time	75 hrs	70 hours	75 hrs	75 hrs	125 hrs	75 hrs	75 hrs	125 hrs	70 hrs	75 hrs
Lines of Text on screen	8, 10, or 12	6, 8, or 10	6, 8, or 10	4, 6, or 8	4, 6, or 8	4, 6, or 8	4	4	4	4
Phone Features										
Color Screen		65,000	256							
Advanced User Interface		✓								
Speakerphone		✓	✓	✓	✓	✓	✓	Downloadable	Downloadable	Downloadable
Walkie-Talkie Speaker / Privacy		✓	✓	✓	✓	✓	✓	✓	✓	✓
One Touch Direct Connect / Group Connect		✓	✓	✓	✓	✓	✓	✓	✓	✓
Java Apps (Business Programs and Games)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Voice Recorder		✓	✓	✓	Downloadable	✓		Downloadable		
Voice Activated Dialing		✓	✓	✓	Downloadable	✓		Downloadable		
Contacts / Phonebook Entries	> 600	600	250	250	250	250	250	250	600	250
Musical Ring Tones Included & Downloadable		✓	✓	✓					✓	
Wallpapers Included & Downloadable		✓	✓							
Assignable Ring Tones		✓							✓	
Vibration Alert	✓	✓	✓	✓	✓	✓	✓	✓	✓	
GPS Enabled		✓			✓	✓			✓	
Accessory Connector Cover		✓							✓	
Alternate Line Service Support		✓	✓	✓	✓	✓	✓	✓	✓	✓
Keypad Lock	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-Language	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Profiles / Styles		✓	✓	✓		✓				
Customizable Main Menu Order		✓	✓	✓	✓	✓				
Initiate Emergency Group Connect										
Email Delivered Automatically	✓									
Full QWERTY Keyboard	✓									
PDA Functionality with PC Synchronization	✓									
Changeable Phone Covers / Faceplate									✓	✓
Carry Holster Included	✓	✓	✓	✓						
Adheres to Military Standards for Dust, Shock & Rubber Grip					✓			✓		
Rubberized battery door					✓					

Nextel Specialty Products (1.3 in previous submission)

Commonwealth of Virginia

October 2003

								
Phone	r750plus FM AFU	r750plus AFU	iM1100	iR1200	iR1200 GPS	T720	P280	P280 and V60
Regular Retail Price	\$549.99	\$499.99	\$449.99	\$724.99	\$924.99	N/A	\$149.99	Now you can use your Nextel phone number all around the world!
National Promotion Price	\$449.99	\$399.99	\$349.99	\$624.99	\$824.99	\$249.99	\$49.99	
Discounted Price	\$449.99	\$399.99	\$349.99			\$249.99	\$49.99	
Upgrade Pricing								
Replacement or Upgrade ¹	\$549.99	\$499.99	## \$449.99	\$724.99	\$924.99			Imagine the convenience of one phone number that travels with you and keeps you connected outside the U.S. Imagine no more, because if you currently use one of Nextel's Motorola-made SIM-car
Replacement or Upgrade with 1-yr Service Agreement ¹	\$449.99	\$399.99	\$349.99	\$624.99	\$824.99			
Phone Details								
Technology	iDEN 800 Mhz	iDEN 800 Mhz	iDEN 800 Mhz	iDEN 800 Mhz	iDEN 800 Mhz	GSM 900 / 1800 / 1900 MHz	GSM 900 / 1800 / 1900 MHz	
Dimensions	5.51"x2.35"x1.73"	5.51"x2.35"x1.73"	3.5"x1.9"x1.1"	5.0" x 2.2" x 7.0"	5.0" x 2.2" x 7.0"	3.5"x1.9"x.8"	4.9" x 1.9" x .9"	
Battery Type	NIMH	NIMH	Lithium Ion	Hard-Wired	Hard-Wired	Lithium Ion	Lithium Ion	
Battery Strength/Size (mAh)	1500 mAh	1500 mAh	500 mAh	N/A	N/A	500 mAh	850 mAh	
Weight w/Battery (oz)	11.8	11.8	2.6	21.2	21.2	3.7	4	
Talk Time (Minutes)	312 mins.	285 mins.	5.5 hrs Total Connect 100 mins Dial-up	N/A	N/A	290 mins.	415 mins.	
Standby Time	80 hrs.	82 hrs.	25 hrs	N/A	N/A	170 hrs.	220 hrs.	
Lines of Text on screen	4 or 6	4 or 6	N/A	N/A	N/A	9	6	
Phone Features								
Direct Connect	✓	✓						
Speakerphone	✓	✓						
Color Screen (256 color LCD)								
Voice Activated Dialing						✓	✓	
Vibration Alert	✓	✓				✓	✓	
Active / Passive Flip Options								
Voice Notes						✓	✓	
Initiate Emergency Group Connect	✓	✓						
Email Automatically Sent to Handheld								
Email, Calendar and Address Book								
Personal Organizer PC Synchronization								
Internet Ready / Data Capable	✓	✓	✓	✓	✓	✓	✓	
Alternate Line Service Support	✓	✓						
GPS Enabled					✓			
Calls List (sent/received)	✓	✓				✓	✓	
Phone Book	✓	✓				✓	✓	
Date Book						✓	✓	
Java-Enabled								
Keypad lock	✓	✓				✓	✓	
Downloadable Ring Tones								
Customizable Main Menu Order						✓	✓	
Styles								
Auto Answer	✓	✓				✓	✓	
Multi-Language	✓	✓				✓	✓	
3-Way Calling	✓	✓				✓	✓	
Exchangeable Faceplate & Keypad								
Belt Clip / Holster / Carry Case Included						✓	✓	
Mil Spec 810 C/D/E Dust, Shock & Vibration	✓	✓		✓	✓			
Rubber Grip	✓	✓						
Minimum size 6.5 oz & 14 cubic inches	✓	✓		✓	✓			
Rubberized battery door	✓	✓						
Reinforced Antenna Stem	✓	✓						
Additional features/items:				Requires Installation and Accessories	Requires Installation and Accessories	UK adapter Euro adapter	UK adapter Euro adapter	

Data and BlackBerry Access Pricing (1.4 and 1.5 in previous submission) October 2003

Tethered Packet Data Rate Plans

Packetstream Gold Plan	Monthly Access	Included KB	Effective Speed KB	Overage
Packetstream Gold	\$54.99	Unlimited	up to 56 Kbps	\$0.05 KB
Total Connect Plans (formerly Power Apps)	Monthly Access	Monthly Access w/Public IP Address	Effective Speed KB	Overage per KB
As-You-Go	\$2.99	N/A	19.2 Kbps	\$0.05
Total Connect 1 MB - Phone	\$9.99	\$12.99	19.2 Kbps	\$0.01
Total Connect 5 MB - Phone Plus	\$19.99	\$22.99	19.2 Kbps	\$0.009
Total Connect 10 MB - PDA	\$29.99	\$32.99	19.2 Kbps	\$0.008
Total Connect 50 MB - Laptop	\$59.99	\$62.99	19.2 Kbps	\$0.005
Total Connect 100 MB - Laptop Plus	\$99.99	\$102.99	19.2 Kbps	\$0.003

Public IP Address is available for an additional \$3 per month per phone for all Total Connect plans of 1 MB and higher. Total Connect As-You-Go plan does not offer a Public IP address or KB sharing. All plans include KB sharing across like plans.

BlackBerry Data Plans (for BlackBerry 6510 only)

Unltd BlackBerry Data plan (unlimited email, unlimited web access, 200 text/numeric msgs, \$.15 per additional text/numeric message)	\$49.99	N/A	N/A	N/A
3 MB BlackBerry Data plan (3 MB of email, unlimited web, \$.15 per text/numeric message, \$.01 per KB over 3 MB). Users of the 3 MB plan on the same account can now share or "pool" their data usage!	\$39.99	N/A	N/A	N/A

Additional \$5 discount available with BlackBerry data plans if purchased w/any qualifying voice plan.

Online Data Service Pricing (1.6 in previous submission)
October 2003

Nextel Online Services	Monthly Price	Includes	MESSAGING Package \$10	FULL SERVICE Package \$15
			\$25 Value	\$40 Value
Web* (included with most NOL services)	\$3.50	Access selected wireless web sites, Text alerts (SMS) @ \$.15 each	Included	Included
Address Book	\$5.00	Access Contacts and Administrative features, Web Service	Included	Included
Address Book Admin	\$3.50	Allows end users to receive administrator-loaded phone list, NO Web Service	Included	Included
Mobile Admin	\$10.00 or \$15.00 with Two-Way Messaging	Address Book Admin PLUS create and distribute mobile homepage(s) with My View Admin		
AOL® Instant Messenger™	\$5.00	AOL® Instant Messenger, Web Service	Included	Included
Two-Way Messaging Premier	\$7.50	Two-Way Messaging, Address Book, Web Service	Included	Included
Alerts (SMS)	\$0.15 each \$5.00 = 300 Alerts \$9.00 = 1000 Alerts	Incoming text and numeric SMS alerts.	\$0.15 each	\$0.15 each
Mobile Email	\$5.00	Access to email, calendar and contacts. Text alerts (SMS) @ \$.15 each, Unlimited Web Service		Included
Wireless Knowledge Workstyle	\$5.00 Plus any plan that includes "Enter Site" feature	Access calendar, contacts and office email, Corporate access to MS Exchange and Lotus Notes clients		
Premium Web	\$10.00	Enter site (any URL), search, bookmark, myView, text alerts (SMS) @ \$.15 each; MSN, AOL, Hotmail, AOL® Mail, AOL Instant Messenger, Unlimited Web Service		Included
Dial-Up	\$10.00 Plus cellular minutes used	Behind-the-firewall access to corp. apps/databases, access Web-based email at circuit data speeds of 9.6 kbps. Connect your Nextel phone to PC or PDA, NO Web Service	Included (At customer request)	Included (At customer request)

**MODIFICATION #7
TO
CONTRACT NUMBER VA-001023-NEXT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.
d/b/a NEXTEL COMMUNICATIONS
(Formerly NEXTEL COMMUNICATIONS, INC.)**

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Nextel Communications Of The Mid-Atlantic, Inc. d/b/a Nextel Communications, hereinafter referred to as "Contractor," relating to Contract VA-001023-NEXT dated October 23, 2000, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #7 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification #7 is to recognize the Contractor's name change, exercise the Commonwealth's right to provide centralized ordering, billing, and reconciliation of invoices and payments for Services, replace the current rate plans with new rate plans, and add terms and conditions to the Agreement.

1. Contractor Name Change.

Reference: Page C-4, Paragraph 9, entitled "Assignment" and Page C-5, Paragraph 13, entitled "Modifications".

Effective as of the date of execution of this Modification #7 by both above referenced parties, all references made to "NEXTEL Communications, Inc." or "Contractor," shall refer to Nextel Communications of the Mid-Atlantic, Inc. d/b/a Nextel Communications. Both parties agree that although the name of "Contractor" has changed, from the name Nextel Communications, Inc. to the new name "Nextel Communications of the Mid-Atlantic, Inc. d/b/a Nextel Communications", all Contract duties and obligations of the Contractor and the State have not changed.

2. Centralized Billing.

Reference: Page 6 of the Schedule, Note 4.1.

By this Modification #7 to the Agreement, the Commonwealth is exercising its sole right under the Agreement to provide centralized ordering, billing and reconciliation of invoices and payments for the Services contained herein. The Contractor shall provide to VITA a consolidated monthly bill for all Services provided to all Authorized Users under this Agreement in hardcopy and electronic format. The consolidated monthly bill must contain all of the information required by Note 4.1. of the Agreement.

2. A. Paragraph 4, Page C-2 of C-5 entitled Orders is deleted in its entirety and is replaced by the following:

TELECOMMUNICATIONS SERVICES ORDER (TSO)

DIT retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

2. B. The following provisions pertaining to the ordering process for Services and Equipment are hereby added to the Agreement.

ORDERS (EQUIPMENT)

Authorized Users may order Equipment from this Contract by one of the following methods:

- a. Issuing Agency Purchase Order, Form DBS-41-001
- b. Charge Card:
 - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three (3) business days.
 - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.
- c. A Delivery Order issued by the Acquisition Services Division, DIT.

All orders for Equipment shall be submitted directly to the Contractor by the Authorized User. This ordering authority is limited to issuing orders for the Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

ORDERING OFFICERS FOR SERVICES

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled "Modifications" of this Contract.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee, of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

2. C. Paragraph 33 on page C-11 of C-15 entitled "Contractor's Report of Sales and paragraph 34 on page C-12 of C-15, entitled "Industrial Funding Adjustment" shall hereafter apply only to the sale of Equipment under this Agreement.

2. D. For Services herein, the Commonwealth will deduct twelve percent (12%) from the total consolidated correct monthly bill on magnetic tape for each month and remit the remainder to the Contractor.

3. Price Lists

Reference: Page C-5, Paragraph 13, entitled "Modifications".

The price lists for Service and Equipment contained in the Agreement are hereby deleted and replaced by the Rate Plans, Handsets, Specialty Products, Data Access Pricing, and BlackBerry Data Access Price Listings attached hereto and included in Attachment "A" to this Modification #7. The rate plans contained in Attachment "A" to this Modification #7 are effective upon execution of this modification by both above referenced parties.

4. Terms and Conditions

Reference: Page C-5, Paragraph 13, entitled "Modifications".

4. A. Both of the above referenced parties agree to the addition of the following provisions to the Agreement:

Notice Regarding Use of Service for 911 or Other Emergency Calls

The Service provided hereunder does not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on the Authorized User's location and the circumstances and conditions of a particular call, the Service provided hereunder may not be able to identify the Authorized User's telephone number and/or location to emergency services, and the Authorized User may not always be connected to the appropriate emergency services provider. Contractor is deploying wireless Enhanced 911 ("E911") service to help public safety authorities locate Authorized Users of the Service who make 911 calls. However, E911 is not available in all areas, and even in those areas where it is implemented, inherent limitations in this advanced wireless technology prevent it from being 100% reliable. Accordingly, the Commonwealth acknowledges that E911 service is not available in all areas and is not completely reliable.

The Commonwealth hereby consents to the Contractor's disclosure of Authorized User information, including but not limited to Authorized User's name, address, telephone number, and location to governmental and quasi-governmental institutions such as emergency service providers and law enforcement agencies, where the Contractor deems it necessary to respond to an exigent circumstance.

Use of Service

The Commonwealth will not use the Service for any unlawful purpose. Authorized Users will not use the Service in aircraft or motor vehicles in violation of any applicable laws, regulations or local ordinances.

Nextel Wireless Web Services, consisting of certain applications such as email, data, information, and other wireless Internet services (the "Applications") are part of the Services that can be obtained through Nextel. Certain Applications offered by Nextel or authorized third parties may be compatible with the Equipment and/or Services offered by Nextel. The Commonwealth acknowledges and agrees that there is no guarantee or assurance that the Applications are compatible, or will continue to be compatible, with Nextel's System or any of its Equipment or Service offerings. Such compatibility or approval from Nextel of compatibility shall not be construed as an endorsement of a particular Application or a commitment on the part of Nextel that Application(s) will continue to be compatible with the System for any period of time. Nextel reserves the right, in its sole discretion, to disable or discontinue any Application for any reason. Use of Nextel Wireless Web Services requires a wireless Internet compatible phone, and is subject to any storage, memory, or other Equipment limitation. Only certain Internet sites may be accessed, and certain Nextel Wireless Web Services may not be available in all Nextel Service areas.

The Commonwealth acknowledges and agrees that in most cases, the developer of an Application is responsible for providing the Authorized User with care and Application support. In the event the Authorized User contacts Nextel for care with a problem concerning the use of an Application, the Authorized User may be referred to the Application developer and Nextel shall have no obligation to support such Application.

Nextel is not a publisher of third party content that an Authorized User may from time to time access through Nextel's Wireless Web Services; therefore Nextel is not responsible for the content provided by such third parties, including but not limited to statements, opinions, graphics, photos, music, services, and other information ("Content"), and accessed by the Authorized User through Nextel Wireless Web Services. Nextel gives no guarantee or assurance as to the currency, accuracy, completeness, or utility of Content obtained through Nextel Wireless Web Services. Nextel, Content providers, and others have proprietary interests in certain Content. The Commonwealth shall not, nor permit others to, reproduce, broadcast, distribute, sell, publish, commercially exploit, or otherwise disseminate such Content in any manner without the prior written consent of Nextel, Content providers, or others with proprietary interests in such Content, as applicable. Local dispatch (Direct Connect), cellular calling, Nextel Wireless Web Services, and respective coverage areas for these Services are subject to change at any time.

4. B. The above referenced parties further agree to delete paragraph 18, entitled "Contractual Records" and replace it in its entirety with the following provision:

Contractual Records

Nextel shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Contract for a period of three (3) years following acceptance of final payment under the Contract. All invoices issued from the Contractor to the Commonwealth shall be made available by the Contractor to the Commonwealth and its designated agents for a period of one (1) year after the date of such invoice. The Contractor will also make commercially reasonable efforts to make records older than one (1) year available to the Commonwealth. Upon reasonable prior written notice, Nextel shall make records relating to the Agreement available to the Commonwealth during normal business hours for inspection, examination, or audit. Further, any private accounting or consulting parties acting on behalf or at the direction of the Commonwealth shall be subject to prior approval by Nextel and may be required to execute Nextel's standard Non-Disclosure Agreement prior to examining, inspecting, copying, or auditing Nextel's records.

Service Disruption

The Contractor's sole liability under this Agreement for service disruption, whether caused by the negligence of the Contractor or otherwise, is limited to a credit allowance not to exceed an amount equal to the proportionate charge to the

Commonwealth for the period of service disruption. Except as otherwise set forth in the preceding sentence, in no event is the Contractor liable under this Agreement for indirect, incidental, special, punitive or consequential damages caused by its negligence or otherwise whether or not such damages are foreseen or unforeseen, nor for economic loss, personal injuries or property damages sustained by Commonwealth or any third parties arising from or relating to service disruption.

4.C. The above referenced parties further agree to delete Section 14 entitled "Price Protection/Adjustments" and replace it in its entirety with the following provision:

Price Protection/Adjustments

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease offered by the Contractor to an authorized user under the Contract, excluding promotions, effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

4.D. The above referenced parties further agree to delete Section 40 entitled "Warranty / Maintenance of Equipment" and replace it in its entirety with the following provision:

Warranty / Maintenance of Equipment

In this Agreement "Maintenance" or "Warranty" of equipment shall mean: (1) all labor, parts and travel necessary to keep the equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) any necessary shipment and insurance costs for the shipment.

Warranty / Maintenance of equipment shall not include electrical work external to the equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement.

In those instances where it is necessary for the Contractor to return the equipment to the factory, the Contractor shall be responsible for all costs of the equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition.

Only new standard part or parts equal in performance to new parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

All Equipment delivered under this Agreement shall include a one (1) year return to Contractor Warranty that commences after Product Acceptance. The Contractor shall either fix the equipment within 24 hours, or shall return to the manufacturer within 24 hours for remedy. The Contractor shall have the manufacturer either fix or replace the equipment within 72 hours and return, postage pre-paid. All Warranty / Maintenance specifications delineated herein shall apply to both Warranty and Maintenance.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-001023-NEXT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NEXTEL COMMUNICATIONS OF
THE MID-ATLANTIC, INC.

COMMONWEALTH OF VIRGINIA

BY: _____

BY: _____

NAME: _____

NAME: Joe A. Parr

TITLE: _____

TITLE: Tech Contracts Manager

DATE: _____

DATE: _____